IT IS THE VENDOR'S RESPONSIBILITY TO CHECK FOR ADDENDUMS PRIOR TO SUBMITTING PROPOSALS

NOTICE TO BIDDERS SPECIFICATION NO. 03-070

The City of Lincoln, Nebraska intends to purchase and invites you to submit a sealed bid for:

3 each 9 yard Dump Bodies

Sealed bids will be received by the City of Lincoln, Nebraska on or before **12:00 noon Wednesday, March 12, 2003** in the office of the Purchasing Agent, Suite 200, K Street Complex, Southwest Wing, 440 South 8th Street, Lincoln, Nebraska 68508. Bids will be publicly opened and read at the K Street Complex.

Bidders should take caution if U.S. mail or mail delivery services are used for the submission of bids. Mailing should be made in sufficient time for bids to arrive in the Purchasing Division, prior to the time and date specified above.

BID PROPOSAL Specification 03-070 9 Yard Dump Bodies Open 12:00 Noon, Wednesday March 12, 2003

BIDDING SCHEDULE

<u>ITEM</u>	ITEM DESC	<u>RIPTION</u>		<u>QUANTITY</u>	<u>UNIT</u>	<u>TOTAL</u>	
1.	9 Yard Dump Body as Specified MfgMod	el		3 each	\$	\$	
Option 1.1	PULLTARP Model #S8 Super S	hield installed		3 each	\$	\$	
Affirmative Action	ACTION PROGRAM: Successful on Policy (Contract Compliance, Se with the City's policy upon a cordures and practices.	Sec. 1.16). The Equ	ıal Opportu	unity Officer will	determine complia		
-	ed signatory for the bidder represe City, and to enter into a contract			full and comple	te authority to sub	mit this	
	N 2 COMPLETE COPIE OUTSIDE OF BID ENV	VELOPE: SE					
STREET ADDR	ESS or P.O. BOX	-		(Print Name)			
CITY, STATE	ZIP CODE	_		(Title)		_	
TELEPHONE N	O. FAX No.	_	(Date)				
	EDERAL I.D. NO. CURITY NUMBER	E	STIMATED	DELIVERY DAY	YS		

Bids may be inspected in the Purchasing Division offices during normal business hours, <u>after</u> tabulation by the purchasing agent. If you desire a copy of the bid tabulation to be mailed to you, you must enclose a <u>self-addressed stamped envelope</u> with your bidding documents. Bid tabulations can also be viewed on our website at: http://www.ci.lincoln.ne.us/city/finance/purch/specindx.htm

E-MAIL ADDRESS

TERMS OF PAYMENT

<u>EQUIPMENT SPECIFICATIONS</u> FOR

9 CUBIC YARD DUMP BODY-HYDRAULIC SYSTEM-LIGHTING SYSTEM-SNOW PLOW HITCH

1. APPLICATION

- 1.1 This dump body and accessory equipment will be mounted on a 2003 50,000 GVWR, 102" CT cab and chassis for use by the City of Lincoln for hauling of earth, crushed rock and in snow plowing and ice control operations.
- 1.2 Detailed specifications of cab and chassis will be provided upon request.

2. MODEL

- 2.1 The equipment furnished under these specifications shall be new of the latest improved model in current production as offered to the commercial trade.
- 2.2 Bid shall include all installation, pick up of cab and chassis from 901 North 6th Street, Lincoln, Nebraska, and delivery costs.
- 2.3 Dimensions given are to be considered approximate intended to show type of Dump Body desired.

Meets Specs.

Meets Specs.				
Yes No				
	3.	<u>BODY</u>		
		3.1	9 cubic	yard capacity, struck <u>minimum</u>
		3.2	Length	13 foot
<u> </u>		3.3		foot (inside)
		3.4		ight 33 inches
		3.5		e hi-tensile steel sides
		3.6		h T-1 or A400 steel floor
		3.7		e hi-tensile steel head
		3.8		e long members welded to floor throughout with 8 gauge cross
			membe	rs interlaced through long members (hi-tensile steel)
			OR	
		3.8	4 inch st	ructural channel cross members with 6 inch channel long members
			gussete	d and welded to body.
		3.9	_	xed top rail 4 inches wide
		3.10	•	m 30 degree sloping side rails
		3.11		oxed side supports 5 per side, full height to bottom of top rail
		3.12	-	ear corner posts (102 inch maximum width)
				th boxed head with horizontal brace
		3.13		
		3.14		vide side board pockets with 8 inch "C" channels primed and
			•	black. "C" channels to be fastened with one (1) bolt at each end
			•	removal.
		3.15	2 inch fl	oor to side radius
		3.16	Full leng	oth step shall be installed on both sides of dump body
			3.16.1	Step shall be constructed of step grip perforated metal channel
				(Buyers #SG1501048 3 row ladder rung)
			3.16.2	Step shall be installed with bottom edge 10 inches up from
			-	bottom edge of side rail
			3.16.3	•
			3.10.3	Step shall be full length if installation is possible without
				exceeding width of rear corner posts

Mee	ts Specs.					
<u>Yes</u>	<u>No</u>					
		3.	BODY	, continue	<u>d</u>	
				3.16.3	Steps sha	all be installed between side supports, flush with outer
					edge	
				3.16.4	_	nstruction, fold down design access ladders shall be
						on right and left side rails between body head and
						nost side support.
						Ladder shall be approximately 14 inches wide.
						Fold down lower section to be approximately 30
						inches long and designed to angle out 10 inches at
						the bottom, in fold down position.
					3.16.4.3	Fixed upper portion to be full height attached to side
					0.10.4.0	of top rail.
					3.16.4.4	·
					5.10.4.4	position shall be provided.
			2 47	1/4 × 2 :	nah flat ha	•
			3.17			r tarp rail installed approximately 4 inches down from
			0.40		of top rail.	la stola vilkustan in stallad on von en antan af flannville
			3.18			lectric vibrator, installed on upper center of floor with
			TAIL 0		ement as re	equired. (Tendaire Model #3500 with Automatic Timer)
		4.	TAILG.		L: 4!l-	ata al tallanda
			4.1			steel tailgate
			4.2			horizontal brace and two triple boxed vertica
						x panel design
			4.3		<u>m</u> 44 inch l	•
			4.4		acting upp	er hinged, lower lever type hooks, with short spreading
				chains		
			4.5			og-leg slotted chain keepers
			4.6	Cab-cor	ntrolled ele	ctric over pneumatic tailgate release
		5.	CAB S	HIELD		
			5.1	Maximu	m width, to	allow for right side vertical exhaust
			5.2	8 gauge	hi-tensile	steel construction
			5.3	Cab shi	eld to proje	ect a maximum of 23 inches out from body head
			5.4	7 inch c	learance f	rom forward-most point of cab shield to center of cab
				roof		
			5.5	Horizon	tal portion t	to have a minimum of 9 degrees of slope back to the
				body		
			5.6	Cab shi	eld to be s	ecurely braced and welded to body
				(NOTE:	Term hi-te	ensile refers to 45,000 PSI yield strength minimum)
				`		,
		6.	HOIST	-		
_			6.1		ody single	acting hydraulic
			6.2			arm design
			6.3			minimum (as published in N.T.E.A. hoist chart)
			6.4			ton <u>minimum</u>
			6.5	_		egrees <u>minimum</u>
			6.6	-	_	pproximately 16 inches <u>maximum</u>
			6.7		ops (one e	·

Meets Specs.			
<u>Yes No</u>			
		6.8	Body raise indicator light
		6.9	Screw on type cylinder head
		6.10	Regreaseable bushing at all pivot points.
		0.10	(Note: Body, hoist, and cylinder shall be supplied by a single
			manufacturer)
	7		TINIC CVCTEM
	7.		FING SYSTEM
		7.1	Lighting must meet F.M.V.S.S. 108.
		7.2	All clearance, side marker and rear identification markers required to mee
			108 Standards to be grommet mounted Truck-Lite LED Model 10.
		7.3	Existing stop/tail and turn lights shall be removed.
		7.4	Wiring harness for all 108 lighting to be Truck-Lite Series 50.
		7.5	North American Signal Company model AB 272 light bar, installed as far
<u> </u>			forward on cab roof as possible (gutter mount design).
		7.6	Whelen Model DOT3-202D lighting system (no exception).
		7.7	Whelen DOT3-6H strobe head with optional branch guard mounted in
		1.1	·
		7.0	center of light bar.
		7.8	Whelen DOT3-200D light assemblies mounted on outside of rear body
		7 0	corner posts.
		7.9	Whelen DOT3-66C strobe light power supply mounted behind drivers seat.
		7.10	Heavy-duty corrosion resistant TPR jacketed cable set with "Deutsch"
			water proof connectors.
		7.11	Strobe lights to be controlled through the Wired Rite console and be
			capable of the following:
			7.11.1 Front strobe only
			7.11.2 Rear strobes only
			7.11.2 Real strobes only 7.11.3 Both front and rear strobes
		7 40	7.11.4 Hi-Low intensity
		7.12	Strobe lenses to be amber.
		7.13	Grote #64261-4 snow plow lights installed on right and left side of light bar
		7.14	Steel conduit shall be installed on vertical exhaust pipe rear mount
			brackets or unused mount bracket taps to extend from bottom of back of
			cab to front edge of cab protector following one inch off contour of cab.
		7.15	All wiring on and from light bar to conduit shall be loomed and securely
			fastened.
	8.	ICC B	UMPER AND FRAME CUT OFF
		8.1	Truck frame capped with 3/8 inch plate steel.
		8.2	Bumper frame constructed of 3 inch 3/8 web channel.
		8.3	Frame dimensions 34 inches wide x 26 inches high with top of side
		0.5	·
			channels approximately 4 inches belowtop of truck frame, to allow for body
		0.4	clearance in full raised position.
		8.4	Lower frame channel 16 inches from ground.
		8.5	3 inch 3/8 web channel, upper horizontal frame, 10 inches up from lower
			brace.
		8.6	3/4 inch plate steel pintle hitch mounting plate centered between side
			channel frame and attached to upper and lower horizontal frame.

	ts Specs.			
<u>Yes</u>	<u>No</u>			
		8.		JMPER AND FRAME CUT OFF (continued)
			8.7	Pintle hitch mounting plate dimensions 10 inches x 10 inches with safety
			0.0	chain hooks and chain loops.
			8.8	3/8 x 2-1/2 inch flat steel frame braces from lower outside corner of
				bumper frame to bottom of truck frame, 25 inches long (bolted to truck
				frame).
			8.9	3/8 x 2-1/2 inch flat steel frame braces from pintle hitch mounting plate to
			0.40	bottom of truck frame, 30 inches long (bolted to truck frame).
			8.10	15 ton pintle hitch attached with grade #8 bolts and lock nuts (See
			0.44	attached diagram).
			8.11	If angle frame cutoff as shown in diagram is not required for body
			0.40	clearance in full raised position, straight frame cutoff is acceptable.
			8.12	If braces as specified reduce axle travel, by coming into contact with
				components or equipment, modifications to the brace position or design
				is requested.
		9.	MISCE	ELLANEOUS EQUIPMENT
		٥.	9.1	Inset mount bracket for trailer brake glad hands and trailer connector shall
			0	be installed between ICC bumper and dump body rear apron.
			9.2	Trailer connector (Car Quest # CPR70080) shall be installed in center of
				inset plate with glad hands on the right and left side.
				(NOTE: Mount plate should be installed as deep as possible still allowing
				for connection of trailer air lines).
			9.3	Rear mud flaps to be non-free swinging, securely installed with a metal
				backing strip approximately 4 inches behind back edge of tire.
			9.4	Front mud flaps to be non-free swinging anti-sail design, with bracket
				bolted to truck frame or hoist sub frame, securely installed with metal
				backing strip, approximately 4 inches ahead front edge of tire.
		10.		RAL INFORMATION
			10.1	One (1) parts book shall be furnished.
			10.2	Body to be securely mounted in a position to give approximately 4 inches
				clearance between the head of the body and rear of cab.
			10.3	All components of the hydraulic system to include pump, reservoir, hose,
			40.4	valving and controls shall be secure and installed in a professional manner.
			10.4	All welds are to be chipped, brushed and painted with black enamel.
			10.5	The body shall be mounted on the truck as a complete unit and ready for
			40 C	satisfactory operation as a dump truck with central hydraulic system.
			10.6	Body shall be furnished with all applicable clearance lights and reflectors
			10.7	to meet all F.M.V.S.S. and OSHA requirements.
			10.7	Body props shall be furnished.
			10.8	Body supplier shall affix the proper GVW certification sticker prior to
				delivery of unit to Public Works Garage.
		11	DEI IVI	ERY REQUIREMENTS
			11.1	The City of Lincoln will provide new 2003 model year cab and chassis
				(50,000 GVWR 102 inch C/T) for mounting of the dump body and specified
				equipment.

Meets Specs.				
<u>Yes</u> No				
		44.0	16 1 - 41	
		11.2		responsibility of the successful bidder to transport the cab/chassis
				Public Works Garage, 901 North 6th Street, Lincoln, Nebraska,
		11.3		uccessful bidder's place of business. npleted shall be delivered F.O.B. to the Public Works Garage, 901
		11.5		h Street, Lincoln, Nebraska. Units shall be complete and ready for
				on delivery.
		11.4	•	he warranty period, it shall be the responsibility of the distributor to
<u> </u>			•	warranty repairs F.O.B., Public Works Garage, 901 North 6th
			•	incoln, Nebraska or, at the distributor's discretion, to transport the
			equipme	ent to the factory-authorized repair facility for such repairs. All
			•	rtation costs associated with such warranty repairs will be paid by
			the distr	ributor.
	4.0	O=+ :=:		DALILIO OVOTENA
	12.			RAULIC SYSTEM
		12.1	See Hy	draulic System Specifications.
	12	SNOW	/ PLOW	HITCH
	13.	13.1		ow Plow Hitch Specifications.
			000 011	on Figure appearmed and the
	14.	CUST	OM SWIT	CH AND HYDRAULIC CONTROL CONSOLE
		14.1	Custom	switch and control console shall be: Wired Rite Systems, Inc.
			5793 SI	kylane Blvd. Windsor, CA 95492 Ph #800-538-7483.
			14.1.1	Console part # X-CL-27214 (no exception on make or model).
		14.2		e shall be installed between drivers and passenger seat with switch
			•	acing drivers seat.
			14.2.1	, , , ,
			4400	and transmission access panel location.
		14.3		Contact Jim Chiles at 402-441-4941 for installation location.
		14.3		to custom console shall be provided through a constant duty d (NAPA ST85).
		14.4		d shall be under dash mounted and be key switch activated.
		14.5		rom power source to solenoid to be fused (ATO 30A) 10 ga.
		14.6		rom solenoid to control console to be 10 ga.
<u> </u>		14.7	_	on wire to be fused (ATO 15A) 16 ga.
				, , ,
	15.	BODY		RATION AND PAINT
		15.1	-	test must be performed to check integrity of factory primer coat.
			•	r is softened or removed when rubbed with a laquer soaked rag
			_	uidelines established in item #15.2. If primer passes laquer test
		45.0		uidelines established in item #15.3.
		15.2		failed laquer test
			15.2.1 15.2.2	Remove factory primer to bare substrate. Treat bare substrate with Sherwin-Williams E2-G973 Vinyl Wash
			10.4.4	Primer *, minimum .3 mils thick.
			15.2.3	Prime the entire unit with Sherwin-Williams PSE-4600 epoxy
			. 3.2.0	sealer *, a dry film thickness of 2.0 - 2.5 mils is required. (Top
				coat no sooner than 30 minutes and no later than 24 hours).

Meets Specs. Yes No				
	15.	BODY PRE	EPAR	ATION AND PAINT (continued)
			.2.4	Topcoat with Sherwin-Williams low VOC Sunfire *, Color to match vehicle and have a minimum 2.0 - 2.5 mils dry film thickness.
		15.	.2.5	The entire system should have a minimum of 4.4 dry film thickness.
		15.3 Pri	imer p	assed laquer test.
		15	.3.1	Scuff sand factory primer with a 3M-7447 scuff pad or 320 grif sandpaper.
		15.	.3.2	Blow off and solvent clean with Sherwin-Williams W4K 157 low VOC Solvent Cleaner *.
		15.	.3.3	Seal the entire body with Sherwin-Williams PSE-4600 Epoxy Sealer *, a dry film thickness of 2.0 - 2.5 mils is required.
		15.	.3.4	Topcoat no sooner than 30 minutes and no later than 24 hours. Topcoat with Sherwin Williams low VOC Sunfire *. Color to match vehicle and have a minimum 2.0 - 2.5 mils dry film thickness.
		15.	.3.5	The entire system should have a minimum of 4.4 mils dry film thickness.
	*			s or equal product, applied in accordance with manufacture t data sheets.
	16.	<u>OPTION</u>		
				RP Model #S8 Super Shield installed, complete as follows:
			5.1.1	Mounting to be on top of cab shield.
			1.2	Manual arm design.
			5.1.3 5.1.4	18 oz. black vinyl tarp material. Tarp tie down system. (Note: Flap tarp is not requested or
		10.		desired)

CENTRAL HYDRAULIC SYSTEM

for

DUMP BODY - IN BOX MATERIAL SPREADER - REVERSIBLE SNOW PLOW

1. BASIC DESIGN

- 1.1 Transmission P.T.O. driven load sensing central hydraulic system.
- 1.2 System must be capable of supplying and controlling all motors and actuators as detailed.

2. <u>GENERAL INFORMATION</u>

- 2.1 All hydraulic hose, fittings, adapters, and quick disconnect couplings used in the central hydraulic system shall be Aeroquip brand or equal quality with individual components designed to meet the requirements of:
 - A. System operating pressure.
 - B. System temperature.
 - C. Fluid compatibility.
- 2.2 All hydraulic components shall be installed in a neat and professional manner conforming to current engineering and manufacturers practices.
- 2.3 Transmission is Allison Model MD 3560P without retarder. Other truck specifications available upon request.

Meets Spe <u>Yes</u> <u>No</u>	cs				
		3.	<u>HYDI</u>	RAULIC	PUMP AND PUMP DRIVE
	_		3.1	Rexro	th Model # A10V071DFR/31RPKC 92 N sided ported variable displacement hydraulic
	_		3.2	PTO s	hall be a Chelsa Model 277 with the following features:
				3.2.1	Power shift design actuated through switch in the Wired Rite console with engagement parameter set at 900 RPM maximum.
				3.2.2	Pressure lubricated.
				3.2.3	Approximately 1 to 1 drive ratio.
			3.3	PTO to	o hydraulic pump drive shall be as follows:
				3.3.1	Minimum Spicer 1280 drive components.
				3.3.2	Slip yoke design to allow for easy shaft removal.
				3.3.3	All shaft locking devices to be wire tied.
			3.4	Hydra	ulic pump shall be left side frame mounted in a secure manner.
		4.	<u>HYDI</u>	RAULIC	<u>VALVES</u>
			4.1	Rexro	th MP-18 pressure compensated load sensing design arranged as follows:
				4.1.1	1st section - 12 VDC Single Acting Proportional, plow up/down with float down - 7 GPM spool with hollow compensator flow adjustment.
				4.1.2	2nd section - 12 VDC double acting proportional, plow angle left/right-7GPM spool with
					hollow compensator flow adjustment.
				4.1.3	3rd section - 12 VDC single acting proportional, hoist up/down 35 GPM spool with solid
					compensator full flow.
				4.1.4	4th section - 12 VDC single acting proportional, spinner drive, 7 GPM spool with solid compensator full flow.
				4.1.5	5th section 12 VDC single acting proportional, conveyor drive, 15 GPM spool with solid compensator full flow.

	ts Specs			
Yes	<u>No</u>	_	LIVDE	DALILIC CONTROL C
		5.		RAULIC CONTROLS
			5.1	Plow functions through J.R. Merritt Plus (#VCS2V-101.7855) joystick control, for snow plow up/down, right/left with forward motion mechanical lock for plow down float.
			5.2	Hoist function through J.R. Merritt Single Axis (#CS2E2RZ-PFC) control for body up/down with mechanical center lock.
			5.3	Controls to hydraulic valves through heavy-duty cable assembly with weather proof connectors through bulkhead on VM tank assembly. CPC connection on console end, Cannon "sure seal" connectors on valve end.
			5.4	Controls for 4th section, spinner drive, will be provided and installed by the City of Lincoln.
			5.5	Controls for 5th section, conveyor drive, will be provided and installed by the City of Lincoln.
		6.	HYDE	RAULIC LINES AND HOSES
			6.1	All hoses from output ports on reservoir to snow plow lift cylinder and reversing cushion valve shall be $\frac{1}{2}$ " minimum 4000 PSI working pressure.
—			6.2	Manual hydraulic dump valve Metro Model DS-04-20-DR vent valve, spring return with lever shall be mounted next to plow angle cushion valve on snow plow hitch.
				6.2.1 Valve shall release pressure back to tank, on plow angle circuits to allow coupling and uncoupling of snow plow.
			6.3	Spinner and conveyor pressure hoses shall be $\frac{1}{2}$ " with a minimum 4000 PSI working pressure.
				6.3.1 Spinner and conveyor hoses shall extend from output ports on valve enclosure to the ICC bumper (see diagram).
			6.3.2	A mounting plate with bulkhead style fittings shall be attached to the inside of the ICC bumper.
			6.3.3	½ inch Aeroquip stainless steel quick attach couplers shall be installed on bulkhead fittings and shall not extend beyond outer edge of bumper.
		6.4	Retur	rn hose for Material Spreader shall be 3/4" with a minimum 3000 PSI working pressure.
			6.4.1	Return hose shall be installed in the same manner as the spinner and conveyor hoses with a 3/4" Aeroquip stainless steel quick attach coupler.
		6.5		to dump body cylinder shall be the size and pressure rating as recommended by body and der manufacturer.
		6.6	-	es and hoses shall be securely fastened in a neat and professional manner.
		7.	RESE	<u>ERVOIR</u>
			7.1	Component Technology Model #CT-VM30S-LS frame mounted reservoir.
			7.2	Magnetic drain plug.
			7.3	Suction screen.
			7.4	Screened filler neck.
			7.5	Sight/temperature gauge.
			7.6	10 micron tank mounted filter.
			7.7	By-pass and condition gauge.
			7.8	Shut off valve.
			7.9	Left side (street) frame mounted as close to back of cab as possible for proper hose and cable routing.

SPECIFICATIONS FOR CUSTOM SNOW PLOW HITCH

1. APPLICATION:

- 1.1 This snow plow hitch will be mounted on a 2003 50,000 GVWR 102" CT cab and chassis, and 2003 33,000 GVWR 84" CA cab and chassis trucks for use by the Public Works & Utilities Department in snow removal projects on arterial and residential streets.
- 1.2 Truck specifications available upon request.

2. MODEL:

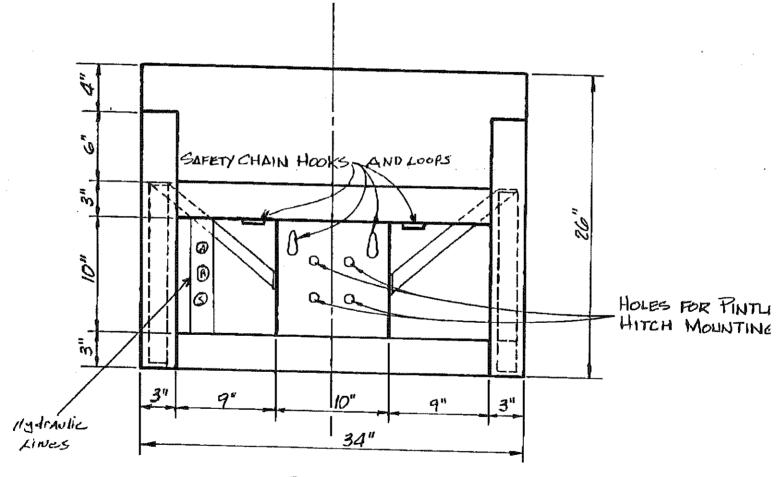
- 2.1 The equipment furnished under these specifications shall be new and of the latest improved model in current production as offered to the commercial trade.
- 2.2 Example:
 - 2.2.1 Gledhill Model # HFF
 - 2.2.2 Monroe Model # MC 78

Meets Specs. Yes No		
3.	CUSTO	<u>OM HITCH</u>
	3.1	Heavy-duty, tailored, non-folding design.
	3.2	Hitch shall be designed and manufactured specifically for the truck provided. (NOTE: Universal or Modified Universal hitches will be considered unacceptable).
	3.3	All thrust loads must be transferred to chassis frame not to axle or spring assembly.
	3.4	Quick hitch positive lock design Flink Model #QL2 welded to lower push plate, with plow attachment point set at 14 inches from ground level.
	3.5	Hitch to be made so that tilting hood/fenders will tilt as much forward with hitch system installed as when hitch was not installed.
	3.6	Lowest point of hitch shall allow a minimum of 10 inches ground clearance.
	3.7	Hitch shall be primered and painted black and installed with grade 8 bolts per manufacturers recommendations.
	3.8	Minimum 3 inch bore 10 inch stroke hydraulic lift cylinder and A-frame lift arm.
	3.9	Reversing system cushion valve and quick couplers shall be provided.
	3.10	See Diagram 1A for general snow plow hitch design.

NOTE:

BOTTOM OF BUMPER FRAME TO GROUND = 16"

BOTTOM OF PINTLE HITCH TO GROUND = 191/2"

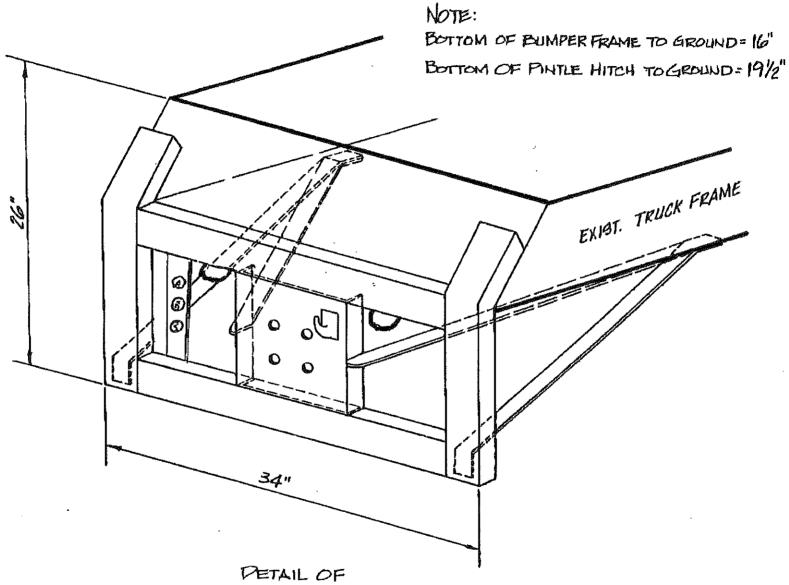


PETAIL OF

I.C.C. BUMPER

(FLEVATION) SCALE: 1/2": 1'-0"

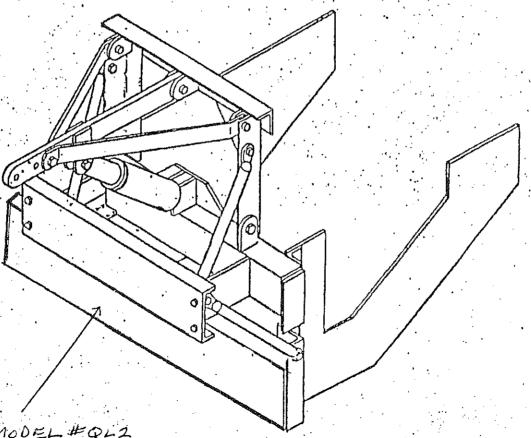
10-14-86



I.C.C. BUMPER

(PERSPECTIVE) Scale: 1/2"=1-0"

10.14-86



FliNK MODEL #QLZ ATTACHED TO PUSH PLATE

INSTRUCTIONS TO BIDDERS

CITY OF LINCOLN, NEBRASKA PURCHASING DIVISION

1. BIDDING PROCEDURE

- 1.1 Bidder shall submit two (2) complete sets of the bid documents and all supporting material. All appropriate blanks shall be completed. Any interlineation, alteration or erasure on the specification document shall be initialed by the signer of the bid. Bidder shall not change the proposal form nor make additional stipulations on the specification document. Any amplified or qualifying information shall be on the bidder'sletterhead and firmly attached to the specification document.
- 1.2 Bid prices shall be submitted on the Proposal Form included in the bid document
- 1.3 Bidders may submit a bid on an "all or none" or "lump sum" basis, but should also submit a quotation on an item-by-item basis. Bidding documents shall be clearly marked indicating the kind of proposal being submitted.
- 1.4 Each bid must be legibly printed in ink or by typewriter, include the full name, business address, and telephone number of the bidder; and be signed in ink by the bidder.
- 1.5 A bid by a firm or organization other than a corporation must include the name and address of each member.
- 1.6 A bid by a corporation must be signed in the name of such corporation by a duly authorized official thereof.
- 1.7 Any person signing a bid for a firm, corporation, or other organization must show evidence of his authority so to bind such firm, corporation, or organization.
- 1.8 Bids received after the time and date established for receiving bids will be rejected.

2. BIDDER'S SECURITY

- 2.1 Bid security, as a guarantee of good faith, in the form of a certified check, cashier's check, or bidder's bond, may be required to be submitted with this bid document, as indicated of the Proposal Form.
- 2.2 If alternate bids are submitted, only one bid security will be required, provided the bid security is based on the amount of the highest gross bid.
- 2.3 Such bid security will be returned to the unsuccessful bidders when the award of bid is made.
- 2.4 Bid security will be returned to the successful bidder(s) as follows:
 - 2.4.1 For single order bids with specified quantities: upon the delivery of all equipment or merchandise, and upon final acceptance by the City.
 - 2.4.2 For all other contracts: upon approval by the City of the executed contract and bonds.
- 2.5 City shall have the right to retain the bid security of bidders to whom an award is being considered until either:
 - 2.5.1 A contract has been executed and bonds have been furnished.
 - 2.5.2 The specified time has elapsed so that the bids may be withdrawn.
 - 2.5.3 All bids have been rejected.

- 2.6 Bid security will be forfeited to the City as full liquidated damages, but not as a penalty, for any of the following reasons, as pertains to this specification document:
 - 2.6.1 If the bidder fails to deliver the equipment or merchandise in full compliance with the accepted proposal and specifications.
 - 2.6.2 If the bidder fails or refuses to enter into a contract on forms provided by the City, and/or if the bidder fails to provide sufficient bonds or insurance within the time period as established in this specification document.

3. EQUAL OPPORTUNITY

- 3.1 Each bidder agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age, or marital status. Bidder shall fully comply with the provisions of Chapter 11.08 of the Lincoln Municipal Code.
- 3.2 Successful bidder will be required to comply with the provisions of the City's Affirmative Action Policy (Contract Compliance, Sec. 1.16).
- 3.3 The Equal Opportunity Officer will determine compliance or non-compliance with the City's Affirmative Action Policy upon a complete and substantial review of successful bidder's equal opportunity policies, procedures and practices.

4. DATA PRIVACY

- 4.1 Bidder agrees to abide by all applicable State and Federal laws and regulations concerning the handling and disclosure of private and confidential information concerning individuals and corporations as to inventions, copyrights, patents and patent rights.
- 4.2 The bidder agrees to hold the City harmless from any claims resulting from the bidder's unlawful disclosure or use of private or confidential information.

5. BIDDER'S REPRESENTATION

- 5.1 Each bidder by signing and submitting a bid, represents that the bidder has read and understands the specification documents, and the bid has been made in accordance therewith.
- 5.2 Each bidder for services further represents that the bidder is familiar with the local conditions under which the work is to be done and has correlated the observations with the requirements of the bid documents.

6. INDEPENDENT PRICE DETERMINATION

By signing and submitting this bid, the bidder certifies that the prices in this bid have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder prior to bid opening directly or indirectly to any other bidder or to any competitor; no attempt has been made, or will be made, by the bidder to induce any person or firm to submit, or not to submit, a bid for the purpose of restricting competition.

7. CLARIFICATION OF SPECIFICATION DOCUMENTS

- 7.1 Bidders shall promptly notify the Purchasing Agent of any ambiguity, inconsistency or error which they may discover upon examination of the specification documents.
- 7.2 Bidders desiring clarification or interpretation of the specification documents shall make a written request which must reach the Purchasing Agent at least seven (7) calendar days prior to the date and time for receipt of bids.
- 7.3 Interpretations, corrections and changes made to the specification documents will be made by written addenda.
- 7.4 Oral interpretations or changes to the Specification Documents made in any other manner, will not be binding on the City; and bidders shall not rely upon such interpretations or changes.

8. ADDENDA

- 8.1 Addenda are written instruments issued by the City prior to the date for receipt of bids which modify or interpret the specification document by addition, deletion, clarification or correction.
- 8.2 Addenda will be mailed or delivered to all who are known by the City to have received a complete set of specification documents.
- 8.3 Copies of addenda will be made available for inspection at the office of the Purchasing Agent.
- 8.4 No addendum will be issued later than forty-eight (48) hours prior to the date and time for receipt of bids, except an addendum withdrawing the invitation to bid, or an addendum which includes postponement of the bid.
- 8.5 Bidders shall ascertain prior to submitting their bid that they have received all addenda issued, and they shall acknowledge receipt of addenda on the proposal form.

9. ANTI-LOBBYING PROVISION

9.1 During the period between the bid close date and the contract award, bidders, including their agents and representatives, shall not directly discuss or promote their bid with any member of the City Council or City Staff except in the course of City-sponsored inquiries, briefings, interviews, or presentations, unless requested by the City.

10. BRAND NAMES

- 10.1 Wherever in the specifications or proposal form brand names, manufacturer, trade name, or catalog numbers are specified, it is for the purpose of establishing a grade or quality of material only; and the term "or equal" is deemed to follow.
- 10.2 It is the bidder's responsibility to identify any alternate items offered in the bid, and prove to the satisfaction of the City that said item is equal to, or better than, the product specified.
- 10.3 Bids for alternate itemsshall be stated in the appropriate brand on the proposal form, or if the proposal form does not contain blanks for alternates, bidder MUST attach to the specification documents on Company letterhead a statement identifying the manufacturer and brand name of each proposed alternate, plus a complete description of the alternate items including illustrations, performance test data and any other information necessary for an evaluation. The bidder must indicate any variances by item number from the specification document no matter how slight. Bidder must fully explain the variances from the specification document, since brochure information may not be sufficient.

10.4 If variations are not stated in the proposal, it will be assumed that the item being bid fully complies with the City's specifications.

11. DEMONSTRATIONS/SAMPLES

- 11.1 Bidders shall demonstrate the exact item(s) proposed within seven(7) calendar days from receipt of such request from the City.
- 11.2 Such demonstration can be at the City delivery location or a surrounding community.
- 11.3 If bidder does not have an item in the area, it will be at the bidder's expense to send appropriate City personnel to the nearest location to view and inspect proposed item(s).
- 11.4 If items are small and malleable, and the bidder is proposing an alternate product, the bidder MUST supply a sample of the exact item. Samples will be returned at bidder's expense after receipt by the City of acceptable goods. Bidders must indicate how samples are to be returned.

12. DELIVERY

- 12.1 Each bidder shall state on his proposal form the date upon which he can make delivery of all equipment or merchandise. Time required for delivery is hereby made an essential element of the bid.
- 12.2 The City reserves the right to cancel orders, or any part thereof, without obligation, if delivery is not made within the time(s) specified on the proposal form.
- 12.3 All bids shall be based upon **inside** delivery of the equipment or merchandise F.O.B. the City at the location specified by the City, with all transportation charges paid.

13. WARRANTIES, GUARANTEES AND MAINTENANCE

- 13.1 Copies of the following documents must accompany the bid proposal for all items being bid:
 - 13.1.1 Manufacturer's warranties and/or guarantees.
 - 13.1.2 Bidder's maintenance policies and associated costs.
- 13.2 As a minimum requirement of the City, the bidder will guarantee in writing that any defective components discovered within a one (1) year period after the date of acceptance shall be replaced at no expense to the City. Replacement parts of defective components shall be shipped at no cost to the City. Shipping costs for defective parts required to be returned to the bidder shall be paid by the bidder.
- 13.3 Bidder Warrants and represents to the City that all software/firmware/ hardware/equipment /systems developed, distributed, installed or programmed by Bidder pursuant to this Specification and Agreement.
 - 13.3.1 That all date recognition and processing by the software/firmware/hardware/equipment/system will include the four-digit-year format and will correctly recognize and process the date of February 29, and any related data, during Leap years; and
 - 13.3.2 That all date sorting by the software /firmware/hardware/ equipment/system that includes a "year category" shall be done based on the four-digit-year format. Upon being notified in writing by the City of the failure of any software/ firmware/ hardware /equipment /systems to comply with thisSpecification and Agreement, Contractor will, within 60 days and at no cost to the City, replace or correct the non-

- complying software/ firmware/ hardware/ equipment/ systems with software/firmware/ hardware/equipment/ systems that does comply with this Specification and Agreement.
- 13.3.3 No Disclaimers: The warranties and representations set forth in this section 13.3 shall not be subject to any disclaimer or exclusion of warranties or to any limitations of Licensor's liability under this Specification and Agreement.

14. ACCEPTANCE OF MATERIAL

- 14.1 All components used in the manufacture or construction of materials, supplies and equipment, and all finished materials, shall be new, the latest make/model, of the best quality, and the highest grade workmanship.
- 14.2 Material delivered under thisproposal shall remain the property of the bidder until:
 - 14.2.1 A physical inspection and actual usage of this material is made and found to be acceptable to the City; and
 - 14.2.2 Material is determined to be in full compliance with the specifications and accepted proposal.
- 14.3 In the event the delivered material is found to be defective or does not conform to the specification documents and accepted proposal, then the City reserves the right to cancel the order upon written notice to the bidder and return materials to the bidder at bidder's expense.
- 14.4 Successful bidder shall be required to furnish title to the material, free and clear of all liens and encumbrances, issued in the name of the City of Lincoln, Nebraska, as required by the specification documents or purchase orders.
- 14.5 Selling dealer's advertising decals, stickers or other signs shall not be affixed to equipment. Vehicle mud flaps shall be installed blank side out with no advertisements. Manufacturer's standard production forgings, stampings, nameplates and logos are acceptable.

15. BID EVALUATION AND AWARD

- 15.1 The signed bid proposal shall be considered an offer on the part of the bidder. Such offer shall be deemed accepted upon issuance by the City of purchase orders, contract award notifications, or other contract documents appropriate to the work.
- 15.2 No bid shall be modified or withdrawn for a period of sixty (60) calendar days after the time and date established for receiving bids, and each bidder so agrees in submitting the bid.
- 15.3 In case of a discrepancy between the unit prices and their extensions, the unit prices shall govern.
- 15.4 The bid will be awarded to the lowest responsive, responsible bidder whose proposal will be most advantageous to the City, and as the City deems will best serve their requirements.
- 15.5 The City reserves the right to accept or reject any or all bids; to request rebids; to award bids item-by-item, by groups, or "lump sum"; to waive irregularities and technicalities in bids; such as shall best serve the requirements and interests of the City.

16. INDEMNIFICATION

- 16.1 The bidder shall indemnify and hold harmless the City, its members, its officers and employees from and against all claims, damages, losses, and expenses, including, but not limited to attorney's fees arising out of or resulting from the performance of the contract, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property other than goods, materials and equipment furnished under this contract) including the loss or use resulting therefrom; is caused in whole or part by any negligent act or omission of the bidder, any subcontractor, or anyone directly or indirectly employed by any one of them or anyone for whose acts made by any of them may be liable, regardless of whether or not it is caused by a party indemnified hereunder.
- 16.2 In any and all claims against the City or any of its members, officers or employees by an employee of the bidder, any subcontractor, anyone directly or indirectly employed by any of them or by anyone for whose acts made by any of them may be liable, the indemnification obligation under paragraph 16.1 shall not be limited in any way by any limitation of the amount or type of damages, compensation or benefits payable by or for the bidder or any subcontractor under worker's or workmen's compensation acts, disability benefit acts or other employee benefit acts.

17. TERMS OF PAYMENT

17.1 Unless other specification provisions state otherwise, payment in full will be made by the City within thirty (30) calendar days after all labor has been performed and all equipment or other merchandise has been delivered, and all such labor and equipment and other materials have met all contract specifications.

18. LAWS

18.1 The Laws of the State of Nebraska shall govern the rights, obligations, and remedies of the Parties under this proposal and any agreement reached as a result of this process.